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DONELAN, CLEARY, WOOD & MASER, P. C.

ATTORNEYS AND COUNSELORS AT LAW
SUITE 850

1275 K STREET, N. W.
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17411-F
RECORDATION NO. FILED 145

JUL 25 1991 -12 25 PM

INTERSTATE COMMERCE COMMISSION

July 25, 1991 1-206A024

The Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

JUL 26 12 19 PM '91

Dear Secretary Strickland:

Enclosed for recordation, under the provision of 49 U.S.C. §11303(a) and the regulations thereunder, are three executed counterparts of Amendment to Equipment Leasing Agreement, dated as of July 24, 1991, between Cargill, Incorporated, a Delaware corporation ("Lessee") and Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity, except as otherwise set forth in such document, but solely as Owner Trustee under the Trust Agreement referred to therein ("Lessor"), a secondary document, amending that certain Equipment Leasing Agreement ("Lease"), dated as of June 1, 1991, between Lessee and Lessor, and recorded under Recordation No. 17411.

It is my understanding that the recordation number to be assigned to this new document, as described in the preceeding paragraph, will be 17411-F.

The names and addresses of the parties to the enclosed documents are as follows:

Amendment to Equipment Leasing Agreement

LESSEE: Cargill Incorporated
15407 McGinty Road West
Minnetonka, Minnesota 55391

LESSOR: Wilmington Trust Company
Rodney Square North
Wilmington, Delaware 19890

Counterparts - J. Wood

DONELAN, CLEARY, WOOD & MASER, P. C.
Letter to Secretary Strickland
July 25, 1991
Page 2

The undersigned is the attorney-in-fact of Cargill, Incorporated and Wilmington Trust Company mentioned in the enclosed documents and has knowledge of the matters set forth therein.

Please return the original of the enclosed documents to John K. Maser III, Esquire, Donelan, Cleary, Wood & Maser, P.C., Suite 850, 1275 K Street, N.W., Washington, D.C. 20005, or to the bearer hereof.

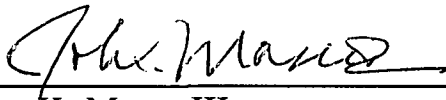
Also enclosed is a remittance in the amount of \$15.00 for the required recording fees.

A short summary of the document to appear in the index follows:

Amendment to Equipment Leasing Agreement, dated as of July 24, 1991, between Cargill, Incorporated ("Lessee") and Wilmington Trust Company, not in its individual capacity, except as otherwise set forth in such document, but solely as Owner Trustee under the Trust Agreement referred to therein ("Lessor"), relating to that certain Equipment Leasing Agreement ("Lease"), dated as of June 1, 1991, between Lessee and Lessor, and amending Exhibit A and the Schedule of Casualty Loss Values to the Lease.

Very truly yours,

CARGILL, INCORPORATED
WILMINGTON TRUST COMPANY

By: 

John K. Maser III
Attorney-in-Fact

Attachments

Interstate Commerce Commission

Washington, D.C. 20423

7/25/91

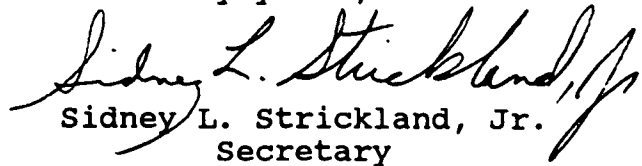
OFFICE OF THE SECRETARY

John K. Maser III
Donelan, Cleary, Wood & Maser, P. C.
Suite 850
1275 K Street, N. W.
Washington, D. C. 20005-4006

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/25/91 at 12:25PM , and assigned recordation number(s). 17411-F.

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

RECORDATION NO 17411-F FILED 1991

JUL 25 1991 -12 25 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT TO EQUIPMENT LEASING AGREEMENT

AMENDMENT dated as of July 24, 1991 to Equipment Leasing Agreement dated as of June 1, 1991 (which Equipment Leasing Agreement was recorded with the Interstate Commerce Commission on July 3, 1991 and was assigned recordation number 17411) (herein, as amended and supplemented from time to time, called "the Lease"), between Wilmington Trust Company, a Delaware banking corporation, in its individual capacity only to the extent expressly set forth in Section 35 thereof, and otherwise not in its individual capacity, but solely as Owner Trustee under the Trust Agreement (as defined in Section 1 thereof) (herein in such capacity called "Owner Trustee" or called "Lessor" which terms shall include any successor Owner Trustee(s) under said Trust Agreement), having its principal place of business at Rodney Square North, Wilmington, Delaware 19890, and Cargill, Incorporated, a Delaware corporation (herein called "Lessee"), having its principal place of business at 15407 McGinty Road West, Minnetonka, Minnesota 55440.

In consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree that Exhibit A to the Lease is hereby amended in its entirety to read as set forth on the Exhibit A attached hereto and that the Schedule of Casualty Loss Values to the Lease is hereby amended in its entirety to read as set forth in the attached set of Casualty Loss Values.

From and after the date hereof the terms "this Lease," "hereof" and "herein" and other like terms shall mean and refer to the Lease as amended hereby. The Lease as amended hereby is in all respects ratified and confirmed. This Amendment to Equipment Leasing Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, including all matters of construction, validity and performance, and may be executed in any number of counterparts each of which shall be an original, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Equipment Leasing Agreement to be duly executed by their duly authorized representatives as of the date first written above.

WILMINGTON TRUST COMPANY,
not in its individual capacity, except
to the extent expressly provided
otherwise in Section 35 of the Lease
hereinabove referred to but,
solely as Owner Trustee
(Lessor)

By _____

Title: Senior Financial Services Officer

CARGILL, INCORPORATED
(Lessee)

By _____

Title: _____

COUNTERPART NO. 2 OF NINE SERIALY NUMBERED MANUALLY
EXECUTED COUNTERPARTS. TO THE EXTENT IF ANY THAT THIS DOCUMENT
CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO
SECURITY INTEREST IN THIS DOCUMENT MAY BE CREATED THROUGH THE
TRANSFER AND POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART
NO. 1

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Equipment Leasing Agreement to be duly executed by their duly authorized representatives as of the date first written above.

WILMINGTON TRUST COMPANY,
not in its individual capacity, except
to the extent expressly provided
otherwise in Section 35 of the Lease
hereinabove referred to but,
solely as Owner Trustee
(Lessor)

By _____
Title: _____

CARGILL, INCORPORATED

(Lessee)

By Michael A. Urbanic
Title: Michael A. Urbanic, Vice President
Domestic Corn Milling Division


COUNTERPART NO. 2 OF NINE SERIALY NUMBERED MANUALLY
EXECUTED COUNTERPARTS. TO THE EXTENT IF ANY THAT THIS DOCUMENT
CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO
SECURITY INTEREST IN THIS DOCUMENT MAY BE CREATED THROUGH THE
TRANSFER AND POSSESSION OF ANY COUNTERPART OTHER THAN COUNTERPART
NO. 1

STATE OF DELAWARE)
) SS:
COUNTY OF NEW CASTLE)

BE IT REMEMBERED that on this _____ day of July, 1991,
personally appeared before me, the subscriber, a Notary Public
for the Sate of Delaware, James P. Lawler, who is a _____

Senior Financial Services Officer of Wilmington Trust Company, a Delaware banking
corporation, known to me personally to be such, and acknowledged
this Amendment to Equipment Leasing Agreement to be his act and
deed and the act and deed of said Corporation.

Given under my Hand and Seal of Office, the day and year
aforesaid.


Notary Public

State of Minnesota)
)
County of Hennepin) ss.

On this 22nd day of July, 1991, before me personally appeared Michael A. Urbanic, to me personally known, who being by me duly sworn, did say that he is V.P., Domestic Corn Milling Division of Cargill, Incorporated, that the seal affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

Allison G. Gunlock

My commission expires:

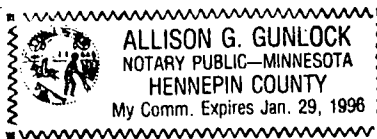


EXHIBIT A TO EQUIPMENT LEASING AGREEMENT
(page 1 of 2)

<u>Expiration of:</u>	<u>Estimated Residual Value Percentage</u>	<u>Maximum Lessor Risk Percentage</u>	<u>Maximum Lessee Risk Percentage</u>
Basic Term	100.325507972%	12.825507972%	87.50%
Renewal Term 1 (if any)	98.716884826%	12.596884826%	86.12%
Renewal Term 2 (if any)	96.951064297%	12.351064297%	84.60%
Renewal Term 3 (if any)	95.012684790%	12.072684790%	82.94%
Renewal Term 4 (if any)	92.884883549%	11.784883549%	81.10%
Renewal Term 5 (if any)	90.549149960%	11.459149960%	79.09%
Renewal Term 6 (if any)	87.985164521%	11.115164521%	76.87%
Renewal Term 7 (if any)	85.170622075%	10.750622075%	74.42%
Renewal Term 8 (if any)	82.081037765%	10.341037765%	71.74%
Renewal Term 9 (if any)	78.689534035%	9.909534035%	68.78%
Renewal Term 10 (if any)	74.966606805%	9.446606805%	65.52%
Renewal Term 11 (if any)	70.879868809%	8.939868809%	61.94%
<u>Lessee's Initials</u>		<u>Lessor's Initials</u>	

EXHIBIT A TO EQUIPMENT LEASING AGREEMENT
(page 2 of 2)

<u>Expiration of:</u>	<u>Estimated Residual Value Percentage</u>	<u>Maximum Lessor Risk Percentage</u>	<u>Maximum Lessee Risk Percentage</u>
Renewal Term 12 (if any)	66.393767842%	8.393767842%	58.00%
Renewal Term 13 (if any)	61.469277477%	7.799277477%	53.67%
Renewal Term 14 (if any)	56.063557558%	7.163557558%	48.90%
Renewal Term 15 (if any)	50.129581516%	6.479581516%	43.65%
Renewal Term 16 (if any)	43.615727267%	5.745727267%	37.87%
Renewal Term 17 (if any)	36.465328128%	4.955328128%	31.51%
Renewal Term 18 (if any)	28.616179852%	4.096179852%	24.52%
Renewal Term 19 (if any)	19.999999489%	3.169999489%	16.83%

DBB
Lessor's Initials

Lessor's Initials

SCHEDULE OF CASUALTY LOSS VALUES

[Attached to and made a part of the Equipment Leasing Agreement dated as of June 1, 1991]

<u>Rent Payment Date Number</u>	<u>Percentage of Acquisition Cost (after payment of Basic Rent on corresponding Rent Payment Date)</u>	<u>Rent Payment Date Number</u>	<u>Percentage of Acquisition Cost (after payment of Basic Rent on corresponding Rent Payment Date)</u>
1	101.673960181	41	96.165308954
2	101.556080209	42	96.004461503
3	101.437280774	43	95.842359441
4	101.317554703	44	95.678992984
5	101.196894768	45	95.514352268
6	101.075293686	46	95.348427355
7	100.952744116	47	95.181208227
8	100.829238659	48	95.012684790
9	100.704769860	49	94.842846871
10	100.579330204	50	94.671684215
11	100.452912118	51	94.499186491
12	100.325507972	52	94.325343285
13	100.197110073	53	94.150144101
14	100.067710670	54	93.973578364
15	99.937301953	55	93.795635414
16	99.805876047	56	93.616304510
17	99.673425019	57	93.435574824
18	99.539940873	58	93.253435446
19	99.405415551	59	93.069875382
20	99.269840931	60	92.884883549
21	99.133208829	61	92.698448780
22	98.995510997	62	92.510559819
23	98.856739122	63	92.321205325
24	98.716884826	64	92.130373865
25	98.575939667	65	91.938053920
26	98.433895135	66	91.744233880
27	98.290742656	67	91.548902043
28	98.146473588	68	91.352046618
29	98.001079221	69	91.153655720
30	97.854550778	70	90.953717374
31	97.706879413	71	90.752219509
32	97.558056211	72	90.549149960
33	97.408072189	73	90.344496468
34	97.256918291	74	90.138246680
35	97.104585392	75	89.930388143
36	96.951064297	76	89.720908309
37	96.796345738	77	89.509794533
38	96.640420374	78	89.297034070
39	96.483278792	79	89.082614074
40	96.324911505	80	88.866521603

DTB
Lessee's Initials

Lessor's Initials

SCHEDULE OF CASUALTY LOSS VALUES

[Attached to and made a part of the Equipment Leasing Agreement dated as of June 1, 1991]

<u>Rent Payment</u> <u>Date Number</u>	Percentage of Acquisition Cost (after payment of Basic Rent on corresponding <u>Rent Payment Date</u>)	<u>Rent Payment</u> <u>Date Number</u>	Percentage of Acquisition Cost (after payment of Basic Rent on corresponding <u>Rent Payment Date</u>)
81	88.648743610	121	78.392375539
82	88.429266950	122	78.092899207
83	88.208078371	123	77.791086960
84	87.985164521	124	77.486920577
85	87.760511943	125	77.180381697
86	87.534107075	126	76.871451813
87	87.305936250	127	76.560112276
88	87.075985691	128	76.246344291
89	86.844241519	129	75.930128915
90	86.610689742	130	75.611447060
91	86.375316260	131	75.290279486
92	86.138106866	132	74.966606805
93	85.899047239	133	74.640409477
94	85.658122946	134	74.311667810
95	85.415319444	135	73.980361958
96	85.170622075	136	73.646471920
97	84.924016066	137	73.309977540
98	84.675486530	138	72.970858504
99	84.425018464	139	72.629094339
100	84.172596747	140	72.284664414
101	83.918206141	141	71.937547935
102	83.661831288	142	71.587723948
103	83.403456711	143	71.235171334
104	83.143066812	144	70.879868809
105	82.880645872	145	70.521794925
106	82.616178049	146	70.160928064
107	82.349647377	147	69.797246442
108	82.081037765	148	69.430728103
109	81.810332999	149	69.061350922
110	81.537516735	150	68.689092598
111	81.262572505	151	68.313930659
112	80.985483709	152	67.935842457
113	80.706233621	153	67.554805167
114	80.424805382	154	67.170795786
115	80.141182003	155	66.783791133
116	79.855346362	156	66.393767842
117	79.567281202	157	66.000702371
118	79.276969135	158	65.604570988
119	78.984392633	159	65.205349781
120	78.689534035	160	64.803014648

DBB

Lessee's Initials

Lessor's Initials

SCHEDULE OF CASUALTY LOSS VALUES

[Attached to and made a part of the Equipment Leasing Agreement dated as of June 1, 1991]

<u>Rent Payment Date Number</u>	<u>Percentage of Acquisition Cost (after payment of Basic Rent on corresponding Rent Payment Date)</u>	<u>Rent Payment Date Number</u>	<u>Percentage of Acquisition Cost (after payment of Basic Rent on corresponding Rent Payment Date)</u>
161	64.397541301	201	45.301562688
162	63.988905262	202	44.743978016
163	63.577081862	203	44.182044183
164	63.162046240	204	43.615727267
165	62.743773340	205	43.044993078
166	62.322237911	206	42.469807163
167	61.897414505	207	41.890134798
168	61.469277477	208	41.305940989
169	61.037800981	209	40.717190467
170	60.602958967	210	40.123847692
171	60.164725186	211	39.525876843
172	59.723073182	212	38.923241821
173	59.277976291	213	38.315906247
174	58.829407645	214	37.703833454
175	58.377340164	215	37.086986494
176	57.921746556	216	36.465328128
177	57.462599318	217	35.838820826
178	56.999870732	218	35.207426768
179	56.533532863	219	34.571107835
180	56.063557558	220	33.929825615
181	55.589916446	221	33.283541394
182	55.112580933	222	32.632216156
183	54.631522204	223	31.975810581
184	54.146711216	224	31.314285043
185	53.658118702	225	30.647599605
186	53.165715167	226	29.975714021
187	52.669470884	227	29.298587729
188	52.169355896	228	28.616179852
189	51.665340011	229	27.928449194
190	51.157392802	230	27.235354237
191	50.645483605	231	26.536853139
192	50.129581516	232	25.832903732
193	49.609655391	233	25.123463521
194	49.085673842	234	24.408489675
195	48.557605237	235	23.687939033
196	48.025417697	236	22.961768097
197	47.489079094	237	22.229933027
198	46.948557050	238	21.492389644
199	46.403818934	239	20.749093422
200	45.854831860	240	19.999999489

Prior to Rent Payment Date Number 1, the Casualty Loss Value is 101.790928% of Acquisition Cost.

DBB

Lessee's Initials

Lessor's Initials

(Page 3 of 3)

0057H
cargill